

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-359-T - ORDER NO. 2022-131(A)
APRIL 25, 2022

IN RE: Application of Dexter Williams d/b/a Trained)	ORDER GRANTING
to Go Movers for a Class E (Household)	CLASS E HOUSEHOLD
Goods) Certificate of Public Convenience and)	GOODS MOTOR
Necessity for Operation of a Motor Vehicle)	CARRIER CERTIFICATE
Carrier)	

This Amended Order is being issued to correct the date of Order No. 2022-131, which was inadvertently shown as year 2021 and as April 11, 2021. The correction to the date of the Order is now made. In all other respects, the text of this Order is identical to Order No. 2022-131.

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Dexter Williams d/b/a Trained to Go Movers (the “Applicant”) for a Class E Certificate of Public Convenience and Necessity to render household goods motor carrier services on a three-county basis in Berkeley, Charleston, and Dorchester Counties.

II. FACTS AND PROCEDURAL HISTORY

Mr. Williams filed an Application for a Class E Certificate of Public Convenience and Necessity with the Commission on November 19, 2021, appearing *pro se*. The Applicant proposes to render household goods services on a three-county basis in Berkeley, Charleston, and Dorchester Counties.

The Office of Regulatory Staff (ORS), a party of record pursuant to Section 58-4-10 of the South Carolina Code of Laws (Supp. 2021), filed a Notice of Appearance on November 23, 2021. On January 31, 2022, ORS notified the Commission it did not intend to file testimony in the docket, but had reviewed the Application and was of the opinion that the Applicant would meet the fit, willing, and able requirements of S.C. Code Ann. Regs. 103-133 (2012). ORS also stated it will ensure the Applicant complies with all applicable statutes and regulations and any conditions the Commission establishes before ORS issues the certificate.

By letter dated November 24, 2021, the Clerk's Office of the Commission instructed the Applicant to publish the Notice of Filing (Notice) in newspapers of general circulation in the areas affected by the Application by December 29, 2021. The Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene. The Applicant filed proof of publication on December 20, 2021. No party intervened in this docket.

The Commission held a public hearing on February 1, 2022, at 2:00 p.m., with Chairman Justin T. Williams presiding. The Applicant offered the direct testimony of himself, Dexter Williams. ORS admitted into evidence its correspondence dated January 31, 2022, regarding its review.

On February 24, 2022, the Commission – having received and reviewed the final late filed exhibits required of the Applicant on February 11, 2022, issued a Directive approving the Application for a Class E Household Goods Certificate.

III. EVIDENCE OF RECORD

The Application and evidence presented at the hearing established the Applicant is financially sound, as set forth in its Financial Statement, has a vehicle designated for use in its moving business, has obtained an insurance quote for liability and cargo insurance, and has a plan to provide services on a three-county basis. The Applicant offered the testimony of its sole proprietor, Mr. Dexter Williams, the Application, and all attendant filings for the Bill of Lading and Tariff. The evidence indicated that the Applicant is familiar with the statutes and regulations governing household goods motor carriers operating with a Class E Certificate.

IV. APPLICABLE LAW

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in Section 58-23-1010 of the South Carolina Code of Laws (2015). The South Carolina Code of State Regulations (2012) provides: “[a] Class E motor carrier is a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission.” S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to Section 58-23-260 of the South Carolina Code of Laws (2015), ORS, “upon order of the commission, may issue a certificate E for property-carrying vehicles which will not operate upon any particular route or schedule.” Furthermore, the statutory provisions governing Classes A and C certificates also apply to Class E certificates. § 58-23-280. Section 58-23-330 sets forth the grounds on which the Commission may approve

or deny the issuance of a certificate:

[a]n applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the commission may deny the application.

Id.

Section 58-23-590 establishes:

(A) The commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.

...

(C) The Office of Regulatory Staff must issue a common carrier certificate or contract carrier permit of public convenience and necessity, upon order of the commission, if the applicant proves to the commission that:

- (1) it is fit, willing, and able to properly perform the proposed service and comply with the provisions of this chapter and the commission's regulations; and
- (2) the proposed service, to the extent to be authorized by the certificate or permit, is required by the present public convenience and necessity.

The commission shall adopt regulations that provide criteria for establishing that the applicant is fit, willing, and able, and criteria for establishing that the applicant must meet the requirement of public convenience and necessity. The determination that the proposed service is required by the public convenience and necessity must be made by the commission on a case-by-case basis.

S.C. Code of Laws Section 58-23-590 (2015).

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods . . . by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.
- b. ABLE. The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.

- c. WILLING. Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

S.C. Code Ann. Regs. 103-133 (1) (2012).

V. DISCUSSION

The Applicant requests approval to receive a Class E Household Goods Motor Carrier Certificate. The evidence presented by the Applicant and ORS indicates the Applicant has shown it is fit, willing, and able to provide motor carrier services under the requirements of South Carolina law. We note the proposed tariff is reasonable and there is no evidence the rates are discriminatory.

ORS performed an inspection of the Applicant and expressed the opinion that the Applicant will meet the fit, willing and able standard the law requires. No person or party notified the Commission of opposition to certifying the Applicant to operate pursuant to its application. Accordingly, the Application of Dexter Williams d/b/a Trained to Go Movers to operate as a Class E Household Goods motor carrier in South Carolina in the Counties of Berkeley, Charleston, and Dorchester should be approved.

VI. FINDINGS OF FACT

1. The Applicant is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.
2. The Applicant provided a financial statement indicating it is financially fit to carry out the proposed carrier services. .
3. The evidence shows the Applicant has the appropriate equipment to provide moving services, and it provided adequate proposal for insurance – both liability and cargo.

4. The Applicant provided a final Proposed Tariff setting forth its hourly rates and a Bill of Lading.¹ We find the tariff and business plans as presented to be appropriate.

5. The Applicant is fit, willing, and able to perform the service it proposes, and the Application should be approved.

6. ORS will ensure that the Applicant meets all appropriate requirements for the issuance of a Class E Household Goods Certificate.

VII. CONCLUSIONS OF LAW

1. The Applicant is fit, willing, and able to appropriately perform the services proposed in the Application, pursuant to the criteria specified in Regulation 103-133(1).

2. The Applicant has shown that public convenience and necessity is not already being served, pursuant to Regulation 103-133(1).

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Dexter Williams d/b/a Trained to Go Movers for a Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity is approved. The Final Tariff is approved and attached as Order Exhibit 1 and the Bill of Lading, with contract terms and conditions, is also approved and attached as Order Exhibit

2.

2. That the Applicant, for the duration of operating pursuant to this Class E Household Goods Certificate of Public Convenience and Necessity, shall notify the Commission and the Office of Regulatory Staff (ORS) in writing of any changes to

¹ The Final Tariff is attached as Order Exhibit 1 and the Bill of Lading, with contract terms and conditions, is attached as Order Exhibit 2.

Applicant's mailing and/or physical address, email, telephone numbers, or other contact information.

3. The Applicant shall file with ORS the proper license fees, proof of liability insurance (Form E), and other information required by Sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with the filing of information as required by Sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to the Applicant authorizing the motor carrier services granted herein.

5. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Should the Applicant fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of the Applicant to

the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

8. Dexter Williams d/b/a Trained to Go Movers shall file Annual Reports for the preceding calendar year with the Commission and ORS on or before March 31st of each year, as required by S.C. Code Ann. Regs. 103-231 (2012).

9. Dexter Williams d/b/a Trained to Go Movers shall file Gross Receipts for the preceding calendar year with the Commission and ORS, pursuant to annual assessment requirements, using the following form:

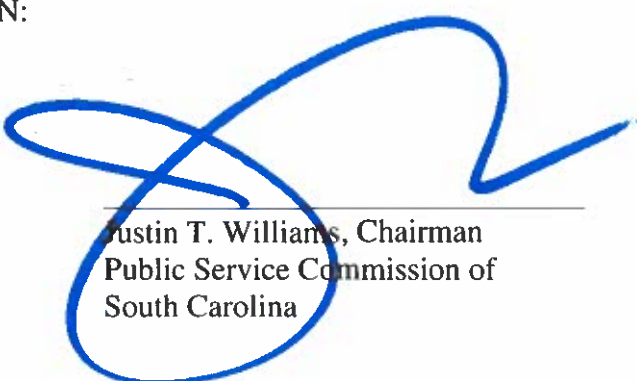
<https://ors.sc.gov/sites/default/files/Documents/Regulatory/Gross%20Receipts/Transportation%20Gross%20Receipts%20Form.pdf>. See S.C. Code Ann. §§ 58-3-100 (2015), 58-3-

540 (2015), and 58-4-60 (Supp. 2021).

10. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission of
South Carolina

**Trained to Go Movers
Household Goods Tariff**

South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO CERTAIN INTRASTATE
HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by TRAINED TO GO MOVERS. These services are furnished between points and places in Dorchester, Berkley & Charleston Counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the TRAINED TO GO MOVERS office location, and includes the movers estimate return time to the office location.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$145.00
Three Men and a Truck	\$185.00
Four Men and a Truck	\$225.00
Each Additional Man	\$40.00 per man/per hour

1.2 Office Hours / Minimum Hourly Charges:

TRAINED TO GO MOVERS will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Two-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Trained to Go Movers will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Upright or Baby Grand Pianos - \$180
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Golf Carts \$150

2.2 Elevator or Stair Carry

TRAINED TO GO MOVERS does not charge an additional fee for elevator or stair carry,

2.3 Excessive Distance or Long Carry Charges

TRAINED TO GO MOVERS does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

TRAINED TO GO MOVERS does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 TRAINED TO GO MOVERS does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

2.5.2 TRAINED TO GO MOVERS is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. TRAINED TO GO MOVERS reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

TRAINED TO GO MOVERS will move pianos for the hourly rate charge plus a handling charge listed in Section 2.1

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of TRAINED TO GO MOVERS.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. TRAINED TO GO MOVERS must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, TRAINED TO GO MOVERS reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate pursuant to Section 3.4.1 for the damage. If there is damage, notify TRAINED TO GO MOVERS immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full.

3.2 Computing Charges

TRAINED TO GO MOVERS rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

TRAINED TO GO MOVERS rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

TRAINED TO GO MOVERS does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. TRAINED TO GO MOVERS will not accept responsibility for safe delivery of such articles if they come into TRAINED TO GO MOVERS possession with or without TRAINED TO GO MOVERS knowledge.

3.4.1 Valuation Coverage

TRAINED TO GO MOVERS liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in the custody of TRAINED TO GO MOVERS will be settled based on the weight of the article times \$.60 per pound.

This value is often less than the actual value of your article(s).

3.4.2. Full (Replacement) Value Protection. Full replacement coverage may be obtained from third-party providers.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of TRAINED TO GO MOVERS Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

TRAINED TO GO MOVERS shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

TRAINED TO GO MOVERS shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

TRAINED TO GO MOVERS offers no special rates or promotions for Military or Seniors.

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL
Dexter Williams DBA Trained To Go Movers
103 Parish Parc drive Summerville SC 29485
Phone: 843-202-5233

SHIPPER		CONSIGNEE TO	
ADDRESS	ADDRESS	FLOOR	FLOOR
CITY	CITY	STATE	STATE
SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW		ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES POSSESSION UNLESS INDICATION BY CARRIER. PERSONAL CHECK WILL NOT BE ACCEPTED.	
ROUTING		TARIFF	
GOVT B/L NO		EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE	
BILL CHARGES TO		GROSS TARE	
THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE \$0 PER LB PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.		EXCESSIVE CARRY	
SIGNED		ELEVATOR	
SHIPPER		STAIRS	
DATE		Piano Handling Out	
TIME RECORD		ADD'L LABOR	
START		WAREHOUSE HANDLING	
FINISH		TRANSIT STORAGE FROM	
AM		SIT VALUATION CHARGE	
PM		APPLIANCE SERVICES	
CUSTOMERS INITIALS		ORIGIN DUE	
CUSTOMERS INITIALS		DEST DUE	
JOB HOURS		OTHER CHARGES	
TRAVEL TIME		CARTAGE TO WHS	
TOTAL HOURS		FROM WHS	
TRANSPORTATION SERVICES		ORIG DEST	
HOURLY CHARGES		MIR	
STRAIGHT TIME		QUANTITY	
VANS) MEN HOURS AT \$ PER HR		BARRELS	
OVERTIME SERVICES		CARTONS	
VANS) MEN HOURS AT \$ PER HR		CARTONS	
TRAVEL TIME HOURS at \$		CARTONS	
OTHER CHARGES		CRIB MATTRESS	
PACKING		WARDROBES (USE OF)	
INSURANCE		MATTRESS CARTON NOT EXCEEDING 30 X 75	
TOTAL		MATTRESS CARTON NOT EXCEEDING 54 X 75	
DATE DELIVERED		MATTRESS CARTON EXCEEDING 54 X 75	
DRIVER		CRATES	
		MIRROR CARTONS	
		TOTAL PACKING	
		TOTAL CHARGES	
		PREPAYMENT COLLECTED BY	
		BALANCE DUE COLLECTED BY	
		DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY AND SERVICES ORDERED WERE PERFORMED	
		REC'D FOR STORAGE	
		CONSIGNEE	
		WAREHOUSE	
		BY	
		PER	

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as herein after provided.

(b) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein, except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked or packed and unpacked by the shipper or its agent or the carrier or its agent, except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or fault of impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicle or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the properties stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall come by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done by required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents or employees, nor for detentions, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers as to quarantine laws or regulations. The shipper shall hold the carrier harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination, in all cases not prohibited by law; where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the agreed value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing in with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 30 days after delivery of the property (or in case of export traffic, within 9 months after delivery at port of export) or, in case of failure to make delivery, then within 9 months after a reasonable, for delivery has elapsed; and suits shall be instituted by a carrier only within two years after the date when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim of any part of parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carriers hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contract of insurance, provided that the carrier reimburses the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coöperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the property entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business or the carrier, subject to the tariff charged for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage, in the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which, such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier, provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at some place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale, provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods shall not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property, but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff, rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property beyond those billed against him at the time of delivery for which he is otherwise liable; which may be found to be due after the property has been delivered to him if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment re-consigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property, and in such cases the shipper or consignor, or, in the case of a shipment so re-consigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges, if upon inspection it is ascertained that articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written on made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.